

City of Beatrice, Nebraska
Regular BPW Board Meeting
Wednesday, January 28, 2026 at 12:00 PM
City Hall Conference Room
400 Ella Street
Beatrice, NE 68310



Pledge of Allegiance

1. **ROLL CALL**
2. **CONSENT AGENDA**
 - 2.a. Approve agenda as submitted.
 - 2.b. Receive and place on file all notices pertaining to this meeting.
 - 2.c. Receive and place on file all materials having any bearing on this meeting.
 - 2.d. Approval of minutes of regular BPW Board meeting on January 14, 2026, as on file in the City Clerk's Office.
 - 2.e. Approval of write-off of bad debts.
 - 2.f. Recommend approval of Pay Request #4 in the amount of \$147,785.83 and Pay Request #5 in the amount of \$147,729.60 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
3. **PUBLIC HEARINGS/BIDS** - None
4. **RESOLUTIONS**
 - 4.a. Recommend a resolution executing the Letter Agreement Amendment No. 2, and any and all other documents necessary, between the City and Olsson, Inc., to update the labor rate schedule to 2026 rates, to the Mayor and City Council.
 - 4.b. Recommend a resolution executing the Letter Agreement for Professional Services with Olsson, Inc., for assistance in submitting the 2025 Air Emissions Inventory Report to the Nebraska Department of Water, Energy, and Environment (DWEE), to the Mayor and City Council.
5. **ORDINANCES** - None
6. **PUBLIC FORUM**
7. **DISCUSSIONS/REPORTS**
 - 7.a. Update on Current Projects.
8. **MISCELLANEOUS**
 - 8.a. The next regular BPW Board meeting is February 11, 2026 at 12:00 p.m. in the City Hall Conference Room.

NOTICE OF MEETING

Notice is hereby given that a meeting of the Board of Public Works of the City of Beatrice, Nebraska will be held on January 28, 2026, at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska, and the meeting will be open to the attendance of the public. An agenda for such meeting is available for public inspection at the office of the Board of Public Works. Individuals with disabilities may request auxiliary aids and services necessary for participation by contacting the Board of Public Works at 402-228-5211 by January 26, 2026.

Tobias J. Tempelmeyer, City Administrator/General Manager

January 23, 2026

MINUTES OF THE REGULAR BOARD OF PUBLIC WORKS MEETING

A regular meeting of the Beatrice Board of Public Works was held on the 14th day of January, 2026 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

ROLL CALL

Attending: Boardmembers: Baehr, Hartley, Jones, Moran, Zarybnicky

Absent: None

Chair Moran announced that a copy of the Open Meetings Act is posted in the meeting room and is accessible to members of the public.

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on December 10, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of certificate of substantial completion for the Corral Crossing Addition project, to the Mayor and City Council.

Moved by Zarybnicky, seconded by Baehr, that the items listed under the consent agenda, be approved, accepted, and/or ratified as presented.

Roll Call: Yea: Baehr, Hartley, Jones, Moran, Zarybnicky

Nay: None

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

Recommend a resolution executing the ACCO Chemical System Usage Agreement #01152026 for the purchase of ACCO Liquid Chlorinating Concentrate Solution-L, to the Mayor and City Council

Rob Mierau, Water Superintendent, explained to the Board the City's chlorine generator has been out of commission for some time and the Department is looking to simplify the treatment process. ACCO will install four (4) tanks that the liquid solution will be kept in, in the Chem Feed building being built to the west of the north reservoir. Mierau noted the Department is also changing the monitoring system by integrating into the SCADA system, which will sound alarms if the levels go above or below the required limits. Currently, employees monitor the system two (2) times a day, seven (7) days a week. Mierau noted the City will likely enter into a maintenance agreement with ACCO to have the system checked quarterly to ensure it is working properly. Mierau stated the total cost to replace the chlorine generator is approximately \$300,000. Mierau estimates the breakeven point for the cost of the new process, including employee on call time, is approximately \$500,000, which will be met in an estimated ten (10) years.

Moved by Baehr, seconded by Hartley, that the Mayor and City Council execute the ACCO Chemical System Usage Agreement #01152026 for the purchase of ACCO Liquid Chlorinating Concentrate Solution-L.

Roll Call: Yea: Baehr, Hartley, Jones, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

Boardmember Moran read a letter from former Boardmember Leech explaining his reason for resigning from the Board.

DISCUSSIONS/REPORTS

Repeal Board Policy #4 – Water Service Line; Board Policy #8 – Water Main Extensions; Board Policy #24 – Office Hours; and Board Policy #134 – Outside Employment by Employees

Tobias J. Tempelmeyer, City Administrator/General Manager, reviewed the Board policies to be repealed. Tempelmeyer noted Board Policy #4 has not been an issue for a number of decades and is no longer applicable. Board Policy #8 references cast iron water mains, which have not been used in approximately fifty (50) years. It also talks about expanding a watermain to a house near 25th and Scott, which has been within City limits for decades. Tempelmeyer stated Board Policy #24 deals with office hours, which is handled administratively, making the policy no longer applicable. Board Policy #134 requires employees to obtain permission from their Department Head if they wish to have another job, outside of their position with the City. Tempelmeyer noted many employees have a second job and he believes as long as it does not interfere with their employment with the City, there should be no concerns. Mayor Morgan noted Southeast Community College repealed their policy which was similar after finding out how many employees were affected.

Moved by Baehr, seconded by Zarybnicky, that Board Policy #4 – Water Service Line; Board Policy #8 – Water Main Extensions; Board Policy #24 – Office Hours; and Board Policy #134 – Outside Employment by Employees, be repealed.

Roll Call: Yea: Baehr, Hartley, Jones, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

General Manager's Monthly Report

Hannah Bell, Finance Director, reviewed the November financials with the Board. Bell stated the Electric Department the infrastructure fee which was added this year is now shown in the financials, as well as the increase to the infrastructure fee for both the Water and WPC Departments. Bell noted the IT Department financials are now being run under the City side, with all departments making contributions for their portion of upgrades, etc.

James Burroughs, City Engineer, stated the Engineering Department is working on specifications for the upcoming 7th Street, Arthur to Monroe, concrete reconstruction and the watermain replacement on 7th Street, Grant to Monroe. Burroughs noted the plan is to have the bids out by the end of the month and that the contractor's work together on these two (2) projects. Burroughs stated he has also been working on the specifications for the Jefferson Street expansion. Burroughs noted the Street Department has been removing trees and the asphalt parking lot at Hannibal Park to prepare for the additional field to be constructed. The WPC Grit Removal project is underway, however, the contractor is currently waiting for equipment to be delivered. Burroughs stated he is hopeful this project will be complete and operational by this summer. Burroughs noted Johnny Barta will be retiring after eighteen (18) years with the Department and he will likely advertise for the position this summer.

Jason Moore, Street Superintendent, reported the Department repaired a concrete stormwater culvert that had separated along Highway 136 and 25th Street. The Department assisted six (6) part time employees, who cleaned out the Dempsters buildings, by hauling 146 total dump truck loads and twelve (12) rollofs of brush, construction rubble, and garbage from the site. Moore noted the site is now at a point that it can be take to the C&D Landfill when it is demolished. Boardmember Moran inquired about the timeframe on the remaining cleanup of Dempsters. Tobias J. Tempelmeyer, City Administrator/General Manager, stated the City should hear by May if it will be awarded grant funding to assist with some of the demolition on the east side of the property. Tempelmeyer further noted the City has some money budgeted for additional demolition.

Rob Mierau, Water Superintendent, reported the Department found the leak at Heritage Heights and samples have been taken. The Chem Feed building is progressing. Electrical will be installed soon and he hopes the building is fully operational by the end of February. Mierau noted the Department is cleaning the north reservoir this week and Olsson, Inc., will be doing their inspection tomorrow. Mierau anticipates the north reservoir to be back online next week and will begin cleaning the south reservoir at that time. Mierau reported the mixer in the south water tower has been replaced.

Boardmember Hartley inquired if the lots being developed at the School sites are available for sale. Tempelmeyer stated lots are available for sale at the Corral Crossing Redevelopment site at this time.

ADJOURNMENT

The next regular BPW Board Meeting will be January 28, 2026 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

Moved by Zarybnicky, seconded by Hartley, that the meeting be adjourned at 12:36 p.m.

Roll Call: Yea: Baehr, Hartley, Jones, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

Customer Number	Name	Service Address	Final Bill Date	Account Balance	Last Payment Date	Collection Code
17023405	ANDERSON, SHEENA H	1725 N 9TH ST	09/16/2025	81.00		Sent to Collection Agency
23097204	AULT, KATHRYN A	1109 COURT ST	11/10/2025	1,113.53	10/06/2025	Sent to Collection Agency
23103007	BARNES, JERRY J	1301 COURT ST UPSTAIRS	09/30/2025	270.97	08/05/2025	Sent to Collection Agency
32073103	BUTTELL, JOSEPH R	118 S LOGAN ST	12/20/2024	81.00	03/12/2025	Sent to Collection Agency
32074407	CASTANEDA, ISABELLE M	952 W MARY ST	10/27/2025	30.00	09/22/2025	Sent to Collection Agency
15025608	COLGROVE, ZACHARIAH U	823 N 6TH ST APT 305	03/07/2025	145.98	04/14/2025	Sent to Collection Agency
26023504	CORNELL, BETHANY H	1001 MARKET ST	08/05/2025	420.46	08/13/2025	Sent to Collection Agency
25069305	CROSS, ASHLEY M	1800 SCOTT ST APT 75	09/08/2025	105.93	08/05/2025	Sent to Collection Agency
37059006	DANNER, SCOTT E	1322 ASHLAND AVE	10/27/2025	24.00	10/03/2025	Sent to Collection Agency
35059206	DAVIS, BRIAN J	210 N SUMNER ST	08/07/2025	160.93	06/30/2025	Sent to Collection Agency
21017009	DELEON, MARTHA S	1211 N 14TH ST	07/08/2025	59.71	08/13/2025	Sent to Collection Agency
30399005	EGGERT, JAMES D	1110 COURT ST	05/12/2025	33.00	06/13/2025	Sent to Collection Agency
35031503	EVANS, ASHLEY N	203 N SUMNER ST	02/07/2025	565.80	03/11/2025	Sent to Collection Agency
14014702	FLETCHER, CINDY SV	404 LINCOLN BLVD APT 3	11/07/2025	54.68	10/06/2025	Sent to Collection Agency
13052004	GLYNN, LACY R	1818 LINCOLN BLVD	12/01/2025	235.57	11/03/2025	Sent to Collection Agency
4026909	GOODWIN, FRANCIS	122 N 8TH ST	09/02/2025	547.98	07/08/2025	Sent to Collection Agency
19036006	HARRIS, BILLY R	1414 N 11TH ST	09/30/2025	777.34	07/31/2025	Sent to Collection Agency
22354610	HEDGES, RUSTY C	1006 N 26TH ST APT 12	07/08/2025	106.92	08/13/2025	Sent to Collection Agency
39020508	HEIGHT JR, GEORGE R	1217 S 8TH ST	08/07/2025	149.83	07/25/2025	Sent to Collection Agency
7068002	KETTERER, SCOTT A	1420 ELK ST	12/01/2025	40.00	11/03/2025	Sent to Collection Agency
8063505	KIRSTINE, DONTE J	1503 HIGH ST	08/07/2025	202.91	06/20/2025	Sent to Collection Agency
34078005	KOCI, MARI M	736 W MARY ST	09/23/2025	70.47	09/19/2025	Sent to Collection Agency
22303103	KUHLMANN, SHAUNAH R	1013 N 26TH ST	10/03/2025	161.00		Sent to Collection Agency
15220603	LAMELY, CASEY J	527 IRVING ST APT 404	08/07/2025	31.11		Sent to Collection Agency
4081708	LANHAM SR, STEVEN A	2200 ELLA ST APT 10	09/08/2025	37.78	07/30/2025	Sent to Collection Agency
18047500	LAWSON ESTATE, CINDY L	808 N 10TH ST		142.05	12/12/2025	Deceased
37011005	LOUIS II, GREGORY L	921 HERBERT ST	09/10/2025	175.55	08/05/2025	Sent to Collection Agency
27037306	MACFARLAND, NATHANIEL A	1408 SCOTT ST	08/07/2025	165.72	06/30/2025	Sent to Collection Agency
29039509	MENDOZA, ANGELICA M	701 S 9TH ST	12/03/2025	64.00	10/29/2025	Sent to Collection Agency
15063603	MERRIMAN, JENNIFER M	318 CHEYENNE DR	09/10/2025	387.89	09/04/2025	Sent to Collection Agency
32048002	MOORE, KATHY L	1106 MERIWETHER ST	10/07/2025	398.82	09/02/2025	Sent to Collection Agency
45120501	MOTIVATED RENOVATION OF BEATRICE LLC	700 S 7TH ST (SOUTH BLDG)	09/05/2025	50.49	08/05/2025	Sent to Collection Agency
33087504	POWELL, JASMINE C	826 W COURT ST	08/05/2025	296.00	08/13/2025	Sent to Collection Agency
34042002	PUTNAM, JEFFREY L	211 S LASALLE ST	08/07/2025	145.22	07/03/2025	Sent to Collection Agency
8061007	RANKINS, MEMARIE K	1405 HIGH ST	07/08/2025	344.55	08/13/2025	Sent to Collection Agency
14022507	RIDGLEY, SAMMUEL A	809 N 4TH ST	10/03/2025	36.36	08/25/2025	Sent to Collection Agency
32065903	ROTHMAN, ELLEN M	124 S BELL ST	10/07/2025	463.24	09/02/2025	Sent to Collection Agency
36049500	RUSSELL, MIKE	310 HILL ST	12/09/2025	72.76	10/17/2025	Deceased
20023206	SCHEIL, NATALIE M	1015 N 13TH ST	10/01/2025	405.99	09/04/2025	Sent to Collection Agency
11021005	SCHMALE, JESSICA L	1117 GRANT ST	07/22/2025	98.10	08/13/2025	Sent to Collection Agency
22102002	SKILES, JENNIFER	1923 WASHINGTON ST	07/31/2025	242.00	07/21/2025	Sent to Collection Agency
4034219	SPENCER, LISA M	823 ELLA ST APT 1	11/21/2025	235.00	11/07/2025	Sent to Collection Agency

Customer Number	Name	Service Address	Final Bill Date	Account Balance	Last Payment Date	Collection Code
27022006	STEWART, CODY J	1118 BELL ST	09/12/2025	418.58	08/02/2025	Sent to Collection Agency
37013505	SWAVELY, BRADY A	1011 HERBERT ST	11/17/2025	321.93	11/07/2025	Sent to Collection Agency
37009000	VAN WINKLE, JEFF (ESTATE)	808 HERBERT ST		35.63	12/22/2025	Deceased
19001905	VENTURE VENTURA, ELIO S	701 N 11TH ST APT 17	09/30/2025	75.14	07/16/2025	Sent to Collection Agency
21245509	WADE, BREONNA M	1602 PARK ST	09/02/2025	608.03	08/05/2025	Sent to Collection Agency
14013514	WAGNER, JESSE A	404 LINCOLN BLVD APT 1	09/30/2025	368.29	07/21/2025	Sent to Collection Agency
27028601	WHITMORE, SKYLAR	1506 BELL ST	11/21/2025	148.96	11/04/2025	Sent to Collection Agency
33090411	YOUNG, KNEZHA D	723 W COURT ST APT 2	03/07/2025	221.54	04/14/2025	Sent to Collection Agency
Grand Totals:				11,429.74		
				50		

1-15-25

7,401.19

5-25-25

7,074.78

10-1-25

6,969.60

-7-

CERTIFICATE OF PAYMENT NO. 4



Date of Issuance: January 14, 2025

Project: WPC Grit Improvements, Beatrice, Nebraska

Project No. 021-01277

Contractor: Building Crafts, Inc PO Box 96 Red Oak, IA 51566

DETAILED ESTIMATE

Description	Unit Prices	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Building Crafts, Inc.

Value of Work Completed: \$893,907.51

Original Contract Cost: \$4,559,000.00
 Approved Change Orders:
 No. 1 \$(145,000.00)
 Total Contract Cost: \$4,414,000.00

Value of completed work and materials stored..... \$ 888,907.51
 Less retained percentage (10%) \$ 88,890.75
 Net amount due including this estimate..... \$ 800,016.76
 Less: Estimates previously approved:

No. 1 \$ 279,946.65
 No. 2 \$ 202,228.08
 No. 3 \$ 170,056.20

Total Previous Estimates \$ 652,230.93

NET AMOUNT DUE THIS ESTIMATE \$ 147,785.83

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of Beatrice, Owner
 Building Crafts, Inc, Contractor
 Project File

OLSSON
 By: Martin J Rink

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CITY OF BEATRICE PROJECT: WPC GRIT IMPROVEMENTS APPLICATION NO: 4
PERIOD TO: November 30,2025

FROM CONTRACTOR: BUILDING CRAFTS INC. OWNER PROJECT
OLSSON PROJECT #021-01277 ENGINEER: OLSSON CONTRACT DATE: May 19, 2025
BCI PROJECT # 2150

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	4,559,000.00
2. NET CHANGE BY CHANGE ORDERS.....	\$	(145,000.00)
3. CONTRACT SUM TO DATE (Line 1+/- 2).....	\$	4,414,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	888,907.51
5. RETAINAGE: 10%	\$	88,890.75
6. TOTAL EARNED LESS RETAINAGE.....	\$	800,016.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	652,230.93
8. CURRENT PAYMENT DUE.....	\$	147,785.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	3,613,983.24

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor in accordance with the terms and conditions of purchase orders and subcontract agreements for work for which previous Certificates for Payment were issued and payments received from the Owner and title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for progress payment will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances except such as covered by a bond acceptable to the Owner, and that current payment shown herein is now due.

Building Crafts, Inc.

By: _____ Date: _____
Satya Malempati, Project Manager

ENGINEER'S APPROVAL FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer recommends to the owner that to the best of the Engineer's knowledge, information, and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT APPROVED.

OLSSON
By: *Martin J. Rindl* Date: 1/14/2026

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

Approved By: _____

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	(\$145,000.00)
Total approved this Month-	\$0.00	\$0.00
TOTALS	\$0.00	(\$145,000.00)
NET CHANGES by Change Order		(\$145,000.00)

PROJECT: WPC GRIT IMPROVEMENTS, BEATRICE, NE		OWNER: CITY OF BEATRICE		APPLICATION NUMBER: 4						
CONTRACTOR: BUILDING CRAFTS, INC.		OLSSON PROJECT: #021-01277		APPLICATION DATE: 12/17/2025						
Package Item	Item #	Item Description	Scheduled Value	Total Stored Material	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percent Stored & Complete	Balance to Finish
WPC GRIT IMPROVEMENTS										
1		DIVISION 1 - General Conditions								
	1.a	Mobilization	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	100%	\$ -
	1.b	Demobilization	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
	1.c	Management, Permits, and Utilities	\$ 279,600.00	\$ -	\$ 59,600.00	\$ 21,500.00	\$ 81,000.00	\$ 81,000.00	29%	\$ 198,600.00
	1.d	Submittals	\$ 50,000.00	\$ -	\$ 36,000.00	\$ 2,000.00	\$ 38,000.00	\$ 38,000.00	76%	\$ 12,000.00
	1.e	Allowance 1	\$ 24,067.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 24,067.00
	1.f	Allowance 2	\$ 248,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 248,800.00
	1.g	Bond, Insurance, & Misc	\$ 83,973.64	\$ -	\$ 50,234.00	\$ -	\$ 50,234.00	\$ 50,234.00	60%	\$ 33,739.64
	1.h	Equipment Rental, Clean up, and Project Safety	\$ 150,000.00	\$ -	\$ 61,800.00	\$ 12,250.00	\$ 74,050.00	\$ 74,050.00	49%	\$ 75,950.00
2		DIVISION 2 - Demolition								
	2.a	Misc. Demolition	\$ 167,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 167,000.00
3		DIVISION 3 - Concrete								
	3.a	Reinforcement Bar	\$ 141,400.00	\$ 8,077.00	\$ 37,500.00	\$ 48,308.44	\$ 85,808.44	\$ 93,885.44	66%	\$ 47,514.56
	3.b	Concrete Curing	\$ 8,396.55	\$ 795.60	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,795.60	21%	\$ 6,600.95
	3.c	Bottom Slab Footings	\$ 23,000.00	\$ 390.00	\$ 12,620.50	\$ 7,779.50	\$ 20,400.00	\$ 20,790.00	90%	\$ 2,210.00
	3.d	Strip Footings	\$ 26,941.36	\$ -	\$ 13,432.75	\$ 10,500.00	\$ 23,932.75	\$ 23,932.75	89%	\$ 3,008.61
	3.e	Tall Walls First Lift	\$ 185,639.44	\$ -	\$ -	\$ 52,714.38	\$ 52,714.38	\$ 52,714.38	28%	\$ 132,925.06
	3.f	Short Walls & Trough	\$ 13,748.19	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,748.19
	3.g	Slab on Grade	\$ 14,403.05	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,403.05
	3.h	Columns	\$ 3,548.63	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,548.63
	3.i	Large & Small Structural Slab on Trough	\$ 8,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,900.00
	3.j	Grout Small and Large areas	\$ 60,616.64	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,616.64
	3.k	Equipment Pads, Pipe Supports, and Misc Concrete	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,800.00
	3.l	Precast Embeds	\$ 8,744.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	17%	\$ 7,244.00
	3.m	Precast Structural Concrete and Grouting	\$ 281,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,540.00
	3.n									
4		DIVISION 5 - Metals								
	4.a	Misc Metals - Materials	\$ 163,080.00	\$ 7,706.00	\$ -	\$ -	\$ -	\$ 7,706.00	5%	\$ 155,374.00
	4.b	Misc Metals - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,600.00
5		DIVISION 7 - Waterproofing, Roofing, and Insulation								
	5.a	Waterproofing & Misc	\$ 14,856.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,856.00
	5.b	EPDM Roofing and Thermal Insulation	\$ 58,308.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,308.50
	5.c	Joint Sealants	\$ 7,526.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,526.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
6		DIVISION 8 - Openings								
	6.a	Overhead Door	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,800.00
	6.b	Aluminum Doors and Windows	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,700.00
7		DIVISION 9 - Painting and Coatings								
	1.7a	Paintings	\$ 58,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,250.00
8		DIVISION 10 - Specialties								
	8.a	Signage and Fire Extinguishers	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
9		DIVISION 14 - Conveying Equipment								
	9.a	Traveling Bridge Crane	\$ 21,387.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,387.00
10		DIVISION 22 - Plumbing								
	10.a	Plumbing Hangers, Supports, and Identification	\$ 27,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,700.00
	10.b	Plumbing Piping NPW, Drains, and Specialties	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 41,000.00
	10.c									
11		DIVISION 23 - HVAC								
	11.a	Ductwork & Accessories	\$ 16,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,540.00

Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percent Stored & Complete	Balance to Finish
	11.b	Testing and Balancing HVAC	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00
	11.c	Unit Heaters and Louvers	\$ 8,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,100.00
12		DIVISION 26 - Electrical								
	12.a	Power Cables, Conductors, Raceways, and Grounding - Materials	\$ 110,300.00	\$ 21,167.54	\$ 5,000.00	\$ 7,500.00	\$ 12,500.00	\$ 33,667.54	31%	\$ 76,632.46
	12.b	Power Cables, Conductors, Raceways, and Grounding - Labor	\$ 44,700.00	\$ -	\$ 12,500.00	\$ 10,500.00	\$ 23,000.00	\$ 23,000.00	51%	\$ 21,700.00
	12.c	Transformer, Panelboards, Switches, and other Misc - Materials	\$ 90,345.00	\$ 14,577.11	\$ -	\$ -	\$ -	\$ 14,577.11	16%	\$ 75,767.89
	12.d	Transformer, Panelboards, Switches, and other Misc - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,600.00
	12.e	Fiber, Communications, Control System Equipment Panels and Racks - Materials	\$ 77,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 77,705.00
	12.f	Fiber, Communications, Control System Equipment Panels and Racks - Labor	\$ 44,130.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,130.00
13		DIVISION 31 - Earthwork								
	13.a	Excavation, Backfill, Compaction, and Grading - Materials	\$ 78,000.00	\$ 370.00	\$ 7,327.86	\$ -	\$ 7,327.86	\$ 7,697.86	10%	\$ 70,302.14
	13.b	Excavation, Backfill, Compaction, and Grading - Labor	\$ 149,000.00	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 35,000.00	23%	\$ 114,000.00
14		DIVISION 32 - Site Work								
	14.a	Paving & Side Walks	\$ 134,031.14	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 134,031.14
	14.b	Chain-link Fence	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,300.00
	14.c	Turf and Grasses	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,500.00
15		DIVISION 40 - Process								
	15.a	Underground Piping - Materials	\$ 179,273.50	\$ 98,205.60	\$ 26,286.14	\$ -	\$ 26,286.14	\$ 124,491.74	69%	\$ 54,781.76
	15.b	Underground Piping Installation - Labor	\$ 365,400.87	\$ -	\$ 130,043.88	\$ -	\$ 130,043.88	\$ 130,043.88	36%	\$ 235,356.99
	15.c	Bypass Pumping	\$ 96,008.00	\$ -	\$ 21,300.00	\$ -	\$ 21,300.00	\$ 21,300.00	22%	\$ 74,708.00
	15.d	Interior Piping, Valves, and Labeling - Materials	\$ 100,500.00	\$ 3,521.21	\$ -	\$ -	\$ -	\$ 3,521.21	4%	\$ 96,978.79
	15.e	Interior Piping, Valves, and Labeling - Labor	\$ 80,004.72	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,004.72
	15.f	Hangers and Pipe Supports - Materials	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00
	15.g	Hangers and Pipe Supports - Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00
	15.h	Slide Gates - Materials	\$ 65,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,426.00
	15.i	Slide Gates - Labor	\$ 21,283.41	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,283.41
16		DIVISION 43 & 46 - Process Equipmentt								
	16.a	Centrifugal Pumps - Materials	\$ 65,126.36	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,126.36
	16.b	Centrifugal Pumps - Labor	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,000.00
	16.c	Vortex Grit Equipment Installation & Startup	\$ 32,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,400.00
	16.d	Grit Washing Equipment - Materials	\$ 222,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 222,800.00
	16.f	Grit Washing Equipment - Labor	\$ 27,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,500.00
	16.g									
TOTALS			\$ 4,559,000.00	\$ 154,810.06	\$ 560,045.13	\$ 174,052.32	\$ 734,097.45	\$ 888,907.51	19%	\$ 3,670,092.49
Additional Work										
1		Change Order 1	\$ (145,000.00)	\$ -	\$ -	\$ -	\$ (145,000.00)	\$ (145,000.00)	100%	\$ -
Total Sum to Date			\$ 4,414,000.00	\$ 154,810.06	\$ 560,045.13	\$ 174,052.32	\$ 589,097.45	\$ 743,907.51	17%	\$ 3,670,092.49

Stored Material Summary

Contractor's Application

For (contract): WPC GRIT IMPROVEMENTS			Owner's Proj. No.:				Application Number: 4		
Contractor: Building Crafts Inc			Engineer's Proj. No.: 021-01277				Application Date: November 30, 2025		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E - F)
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)	
112481 01	33 14 16	Underground Piping	8/1/2025	\$ 83,478.97	\$ -	\$ 83,478.97	9/30/2025	\$ 21,399.91	\$ 62,079.06
112481 02	33 14 16	Underground Piping	8/20/2025	\$ 29,211.84	\$ -	\$ 29,211.84		\$ -	\$ 29,211.84
112481 03	33 14 16	Underground Piping	9/10/2025	\$ 798.99	\$ -	\$ 798.99	9/30/2025	\$ 798.99	\$ -
114342 01	33 14 16	Underground Piping	9/10/2025	\$ 454.51	\$ -	\$ 454.51	9/30/2025	\$ 454.51	\$ -
114630 01	33 14 16	Underground Piping	9/18/2025	\$ 248.59	\$ -	\$ 248.59	9/30/2025	\$ 248.59	\$ -
S0111147504.001	26 00 00	Electrical Conduits and Accessories	7/1/2025	\$ 19,895.00	\$ -	\$ 19,895.00	10/20/2025	\$ 4,035.00	\$ 15,860.00
124588	26 00 00	Electrical Gear and Fixtures	9/19/2025	\$ 14,920.35	\$ -	\$ 14,920.35		\$ -	\$ 14,920.35
6807-01	03 00 00	Reinforcement Bar	9/29/2025	\$ 16,040.00	\$ -	\$ 16,040.00	11/18/2025	\$ 16,040.00	\$ -
50033288268	03 00 00	Wall Ties	9/9/2025	\$ 1,567.75	\$ -	\$ 1,567.75		\$ 1,567.75	\$ -
50033314603	03 00 00	Wall Ties	9/10/2025	\$ 1,777.69	\$ -	\$ 1,777.69		\$ 700.69	\$ 1,077.00
50033541845	03 00 00	Waterstop	9/24/2025	\$ 1,224.00	\$ -	\$ 1,224.00		\$ 1,224.00	\$ -
91971	31 00 00	Pipe Bedding	9/3/2025	\$ 2,801.03	\$ -	\$ 2,801.03	9/30/2025	\$ 2,801.03	\$ -
91832	31 00 00	Pipe Bedding	8/27/2025	\$ 2,765.63	\$ -	\$ 2,765.63	9/30/2025	\$ 2,765.63	\$ -
1B 51623	33 14 16	Foundation Rock for Pipe Bedding	9/23/2025	\$ 770.00	\$ -	\$ 770.00	9/30/2025	\$ 400.00	\$ 370.00
740343	31 23 23.23	Flowable Fill	9/23/2025	\$ 172.50	\$ -	\$ 172.50	9/30/2025	\$ 172.50	\$ -
739845	31 23 23.23	Flowable Fill	9/17/2025	\$ 345.00	\$ -	\$ 345.00	9/30/2025	\$ 345.00	\$ -
112481 04	33 14 16	Underground Piping	9/22/2025	\$ 6,914.70	\$ -	\$ 6,914.70		\$ -	\$ 6,914.70
B1 741400	03 00 00	Pipe Encasement in Footings	10/2/2025	\$ 1,911.00	\$ -	\$ 1,911.00	10/2/2025	\$ 1,911.00	\$ -
115048	33 14 16	Gate Valve Accessories	10/3/2025	\$ 656.95	\$ -	\$ 656.95	10/8/2025	\$ 656.95	\$ -
250403AP4-1	33 14 19	Gate Valve & Check Valve	10/6/2025	\$ 5,522.99	\$ -	\$ 5,522.99	10/8/2025	\$ 2,727.19	\$ 2,795.80
93006	33 14 16	Foundation Rock for Pipe Bedding	10/8/2025	\$ 843.70	\$ -	\$ 843.70	10/8/2025	\$ 843.70	\$ -
50033781505	03 00 00	Slab Bolsters	10/10/2025	\$ 990.00	\$ -	\$ 990.00	10/22/2025	\$ 600.00	\$ 390.00
50033802875	03 00 00	Dobies	10/13/2025	\$ 109.50	\$ -	\$ 109.50	10/21/2025	\$ 109.50	\$ -
124718	26 00 00	PVC Conduits and Panel Boards	10/20/2025	\$ 5,929.30	\$ -	\$ 5,929.30	10/20/2025	\$ 965.00	\$ 4,964.30
B1 743117	03 00 00	Concrete	10/23/2025	\$ 8,432.75	\$ -	\$ 8,432.75	10/23/2025	\$ 8,432.75	\$ -
250403AP4-2	40 05 65.23	Swing Check Valve	10/30/2025	\$ 725.41	\$ -	\$ 725.41		\$ -	\$ 725.41
6807.2	03 20 00	Reinforcement Bar	10/30/2025	\$ 18,315.00	\$ -	\$ 18,315.00	11/27/2025	\$ 11,315.00	\$ 7,000.00
B1 743997	03 00 00	Concrete For Footings	11/4/2025	\$ -	\$ 8,717.00	\$ 8,717.00	11/4/2025	\$ 8,717.00	\$ -
B1 744942	03 00 00	Concrete for Wall1	11/13/2025	\$ -	\$ 1,231.75	\$ 1,231.75	11/13/2025	\$ 1,231.75	\$ -
B1 745461	03 00 00	Concrete for Wall2	11/19/2025	\$ -	\$ 1,184.38	\$ 1,184.38	11/19/2025	\$ 1,184.38	\$ -
B1 745917	03 00 00	Concrete for Wall3	11/24/2025	\$ -	\$ 4,074.25	\$ 4,074.25	11/24/2025	\$ 4,074.25	\$ -
32321	05 00 00	Door Jamb and Grating Embeds	11/19/2025	\$ -	\$ 7,706.00	\$ 7,706.00		\$ -	\$ 7,706.00
50034350586	03 00 00	Concrete Cure	11/18/2025	\$ -	\$ 895.60	\$ 895.60	11/18/2025	\$ 100.00	\$ 795.60
				\$ -	\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -

				\$ -	\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -
			Totals	\$ 226,823.15	\$ 23,808.98	\$ 250,632.13		\$ 95,822.07	\$ 154,810.06

CERTIFICATE OF PAYMENT NO. 5



Date of Issuance: January 23, 2026

Project: WPC Grit Improvements, Beatrice, Nebraska

Project No. 021-01277

Contractor: Building Crafts, Inc PO Box 96 Red Oak, IA 51566

DETAILED ESTIMATE

Description	Unit Prices	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Building Crafts, Inc.

Value of Work Completed: \$1,053,051.51

Original Contract Cost: \$4,559,000.00
 Approved Change Orders:
 No. 1 \$(145,000.00)
 Total Contract Cost: \$4,414,000.00

Value of completed work and materials stored..... \$1,053,051.51
 Less retained percentage (10%) \$ 105,305.15
 Net amount due including this estimate..... \$ 947,746.36
 Less: Estimates previously approved:

No. 1 \$ 279,946.65
 No. 2 \$ 202,228.08
 No. 3 \$ 170,056.20
 No. 4 \$ 147,785.83

Total Previous Estimates \$ 800,016.76

NET AMOUNT DUE THIS ESTIMATE \$ 147,729.60

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of Beatrice, Owner
 Building Crafts, Inc, Contractor
 Project File

OLSSON
 By: Martin J. Rink

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CITY OF BEATRICE PROJECT: WPC GRIT IMPROVEMENTS APPLICATION NO: 5
PERIOD TO: December 31, 2025

FROM CONTRACTOR: BUILDING CRAFTS INC. OWNER PROJECT OLSSON PROJECT #021-01277 ENGINEER: OLSSON CONTRACT DATE: May 19, 2025
BCI PROJECT # 2150

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	4,559,000.00
2. NET CHANGE BY CHANGE ORDERS.....	\$	(145,000.00)
3. CONTRACT SUM TO DATE (Line 1+/- 2).....	\$	4,414,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,053,051.51
5. RETAINAGE: 10%	\$	105,305.15
6. TOTAL EARNED LESS RETAINAGE.....	\$	947,746.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	800,016.76
8. CURRENT PAYMENT DUE.....	\$	147,729.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	3,466,253.64

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor in accordance with the terms and conditions of purchase orders and subcontract agreements for work for which previous Certificates for Payment were issued and payments received from the Owner and title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for progress payment will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances except such as covered by a bond acceptable to the Owner, and that current payment shown herein is now due.

Building Crafts, Inc.

By: _____ Date: _____
Satya Malempati, Project Manager

ENGINEER'S APPROVAL FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer recommends to the owner that to the best of the Engineer's knowledge, information, and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT APPROVED.

OLSSON
By: *Martin J. Rink* Date: 1/23/26

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

Approved By: _____

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	(\$145,000.00)
Total approved this Month-	\$0.00	\$0.00
TOTALS	\$0.00	(\$145,000.00)
NET CHANGES by Change Order		(\$145,000.00)

PROJECT: WPC GRIT IMPROVEMENTS, BEATRICE, NE CONTRACTOR: BUILDING CRAFTS, INC.		OWNER: CITY OF BEATRICE OLSSON PROJECT: #021-01277				APPLICATION NUMBER: 5 APPLICATION DATE: 1/23/2026		Percent Stored & Complete	Balance to Finish
Package Item	Item #	Item Description	Scheduled Value	Total Stored Material	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	
WPC GRIT IMPROVEMENTS									
1		DIVISION 1 - General Conditions							
	1.a	Mobilization	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	100%
	1.b	Demobilization	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	1.c	Management, Permits, and Utilities	\$ 279,600.00	\$ -	\$ 81,000.00	\$ 23,500.00	\$ 104,500.00	\$ 104,500.00	37%
	1.d	Submittals	\$ 50,000.00	\$ -	\$ 38,000.00	\$ -	\$ 38,000.00	\$ 38,000.00	76%
	1.e	Allowance 1	\$ 24,067.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	1.f	Allowance 2	\$ 248,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	1.g	Bond, Insurance, & Misc	\$ 83,973.64	\$ -	\$ 50,234.00	\$ -	\$ 50,234.00	\$ 50,234.00	60%
	1.h	Equipment Rental, Clean up, and Project Safety	\$ 150,000.00	\$ -	\$ 74,050.00	\$ 5,000.00	\$ 79,050.00	\$ 79,050.00	53%
2		DIVISION 2 - Demolition							
	2.a	Misc. Demolition	\$ 167,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3		DIVISION 3 - Concrete							
	3.a	Reinforcement Bar	\$ 141,400.00	\$ 10,377.00	\$ 85,808.44	\$ 15,000.00	\$ 100,808.44	\$ 111,185.44	79%
	3.b	Concrete Curbing	\$ 8,396.55	\$ 795.60	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,795.60	21%
	3.c	Bottom Slab Footings	\$ 23,000.00	\$ 390.00	\$ 20,400.00	\$ -	\$ 20,400.00	\$ 20,790.00	90%
	3.d	Strip Footings	\$ 26,941.36	\$ -	\$ 23,932.75	\$ -	\$ 23,932.75	\$ 23,932.75	89%
	3.e	Tall Walls First Lift	\$ 185,639.44	\$ -	\$ 52,714.38	\$ 67,305.50	\$ 120,019.88	\$ 120,019.88	65%
	3.f	Short Walls & Trough	\$ 13,748.19	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.g	Slab on Grade	\$ 14,403.05	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.h	Columns	\$ 3,548.63	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.i	Large & Small Structural Slab on Trough	\$ 8,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.j	Grout Small and Large areas	\$ 60,616.64	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.k	Equipment Pads, Pipe Supports, and Misc Concrete	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.l	Precast Embeds	\$ 8,744.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	17%
	3.m	Precast Structural Concrete and Grouting	\$ 281,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	3.n								
4		DIVISION 5 - Metals							
	4.a	Misc Metals - Materials	\$ 163,080.00	\$ 7,706.00	\$ -	\$ -	\$ -	\$ 7,706.00	5%
	4.b	Misc Metals - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
5		DIVISION 7 - Waterproofing, Roofing, and Insulation							
	5.a	Waterproofing & Misc	\$ 14,856.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	5.b	EPDM Roofing and Thermal Insulation	\$ 58,308.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	5.c	Joint Sealants	\$ 7,526.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
									#DIV/0!
6		DIVISION 8 - Openings							
	6.a	Overhead Door	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	6.b	Aluminum Doors and Windows	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
7		DIVISION 9 - Painting and Coatings							
	1.7.a	Paintings	\$ 58,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
8		DIVISION 10 - Specialties							
	8.a	Signage and Fire Extinguishers	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
9		DIVISION 14 - Conveying Equipment							
	9.a	Traveling Bridge Crane	\$ 21,387.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
10		DIVISION 22 - Plumbing							
	10.a	Plumbing Hangers, Supports, and Identification	\$ 27,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	10.b	Plumbing Piping NPW, Drains, and Specialties	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	10.c								
11		DIVISION 23 - HVAC							
	11.a	Ductwork & Accessories	\$ 16,540.00	\$ 2,974.40	\$ -	\$ -	\$ -	\$ 2,974.40	18%

Invoice

Invoice Number
48482

Invoice Date
Sep 15, 2025

Page:
1

Commercial Air Management, Inc.

7401 South 85th Street
LaVista, NE 68128

402-339-9177
Cheri@CommercialAirMngt.com

Sold To:
NOAKES REFRIGERATION
511 S. 6TH STREET
BEATRICE, NE 68310

Job Information
OUR PO P5-2816 NE RSL
511 S. 6TH STREET
WPC GRIT IMPRVMTS
BEATRICE, NE 68310

Fax 1-402-228-2128

Customer ID	Customer PO	Payment Terms	
NOA REF	WPC GRIT <i>P05724</i>	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Vodicka	Best Way	9/11/25	10/15/25

Quantity	Description	Extension
1	EF-1 FAN	1,481.00

Subtotal	1,481.00
Sales Tax	
Freigh	
Total Invoice Amour	1,481.00
Payment Received	
TOTAL	1,481.00

PLEASE PAY FROM THIS INVOICE

Invoice

Invoice Number
48418

Invoice Date
Sep 4, 2025

Page:
1

Commercial Air Management, Inc.

7401 South 85th Street
LaVista, NE 68128

402-339-9177
Cheri@CommercialAirMngt.com

Sold To:
NOAKES REFRIGERATION
511 S. 6TH STREET
BEATRICE, NE 68310

Job Information
OUR PO P5-2818 NE RSL
511 S. 6TH STREET
WPC GRIT IMPRVMTS
BEATRICE, NE 68310

Fax 1-402-228-2128

Customer ID	Customer PO	Payment Terms	
NOA REF	WPC GRIT <i>PO 5724</i>	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Vodicka	Best Way	8/27/25	10/4/25

Quantity	Description	Extension
2	EUH-1 & 2 HEATERS	3,506.00

Subtotal	3,506.00
Sales Tax	
Freigh	
Total Invoice Amour	3,506.00
Payment Received	
TOTAL	3,506.00

PLEASE PAY FROM THIS INVOICE

Invoice

Invoice Number
48646

Invoice Date
Oct 27, 2025

Page:
1

Commercial Air Management, Inc.

7401 South 85th Street
LaVista, NE 68128

402-339-9177
Cheri@CommercialAirMngt.com

Sold To:
NOAKES REFRIGERATION
511 S. 6TH STREET
BEATRICE, NE 68310

Job Information
OUR PO P5-2817 NE RSL
511 S. 6TH STREET
WPC GRIT IMPROVEMENTS
BEATRICE, NE 68310

Fax 1-402-228-2128

Customer ID	Customer PO	Payment Terms	
NOA REF	WPC GRIT	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Vodicka	Best Way	10/7/25	11/26/25

Quantity	Description	Extension
1	L-1 LOUVER 26" X 24" ANODIZED CLEAR FINISH	
2	MOTORIZED DAMPERS ICD-45 (1) 26" X 24" (1) 12" X 12"	
	TOTAL	2,288.00

Subtotal	2,288.00
Sales Tax	
Freigh	
Total Invoice Amour	2,288.00
Payment Received	
TOTAL	2,288.00

PLEASE PAY FROM THIS INVOICE



INVOICE

Beatrice Ready Mixed
 400 Scott Street, Beatrice, NE 68310
 Phone: (402) 223-4289 Fax: (402) 228-2692

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 0 1220 BEAVER AVENUE

Page 1

Account Number	13333
Invoice Date	12/08/25
Invoice Amount	1,179.00
Invoice Number	B1 746405
Amount Paid	

Bill To: BUILDING CRAFTS INC
 2300 N 8TH ST
 PO BOX 96
 RED OAK IA 51566

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.: B1 746405 | Invoice Date: 12/08/25 | PO No.: 2150-P10 | Order: | Ship#:

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	LF30AE450025% CONC	6.00 CY	189.50	0.00	1,137.00
2	WINTER SERVICE CHARGE TKTS: 7208731	6.00 EA	7.00	0.00	42.00

Account: 13333 BUILDING CRAFTS INC
 Job: 1220 BEAVER
 Tax Code: BRNTE Nebraska Tax Exempt

Sub Total	1,179.00
Sales Tax	0.00
Total Amount	1,179.00

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Beatrice Ready Mixed
 400 Scott Street, Beatrice, NE 68310
 Phone: (402) 223-4289 Fax: (402) 228-2692

Invoice - Customer Copy



INVOICE

Beatrice Ready Mixed
 400 Scott Street, Beatrice, NE 68310
 Phone: (402) 223-4289 Fax: (402) 228-2692

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 0 1220 BEAVER AVENUE

Page 1

Account Number	13333
Invoice Date	12/22/25
Invoice Amount	4,126.50
Invoice Number	B1 747324
Amount Paid	

Bill To: BUILDING CRAFTS INC
 2300 N 8TH ST
 PO BOX 96
 RED OAK IA 51566

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension	
1	LF30AE450025% S63DD443 CONC	21.00 CY	189.50	0.00	3,979.50	
2	WINTER SERVICE WS CHARGE TKTS: 7208880 7208881	21.00 EA	7.00	0.00	147.00	
Account: 13333 BUILDING CRAFTS INC				Sub Total		4,126.50
Job: 1220 BEAVE				Sales Tax		0.00
Tax Code: BRNTE Nebraska Tax Exempt				Total Amount		4,126.50

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Beatrice Ready Mixed
 400 Scott Street, Beatrice, NE 68310
 Phone: (402) 223-4289 Fax: (402) 228-2692

Invoice - Customer Copy

INVOICE

Page 1 of 3

Plymouth Electric, Inc.

PO Box 96
Plymouth, NE 68424
Phone: (402) 656-4505
Fax: (402) 656-3182

Invoice Number 124938

Invoice Date 12/17/2025

SOLD TO BUILDING CRAFTS INC
PO BOX 96
2300 NORTH 8TH STREET
RED OAK, IA 51566

When paying with a credit card, a 3% bank transaction fee will be added to your total.

P.O. Number		Terms:	Net 30
Customer Code	BUILCR	Due Date:	1/16/2026
Email		Min Fin Chg	\$3.50
1.5% After 30 Days			

ITEM	ORDERED	DESCRIPTION	PRICE	UOM	AMOUNT
	1	GEAR LOT	12,608.89		12,608.89
	1	ELECTRICAL OTHER- MATERIALS	1,301.54		1,301.54
LABOR CONTRACT	1.00	BEATRICE WPC 082800	6757.00		6,757.00
LABOR CONTRACT	1.00	ROUND OUT	-0.43		-0.43

Net Due: 20,667.00



Remit To:
Echo Group, Inc.
PO Box 336
Council Bluffs, IA 51502



Invoice

INVOICE NUMBER	
S011148893.001	
ECHO ELECTRIC SUPPLY BR 06 1420 N 7TH ST PO BOX 246 BEATRICE, NE 68310-2031 402-228-3363 Fax 402-228-1544	PAGE NO. 1 of 1

V35867

BILL TO:

SHIP TO:

PLYMOUTH ELECTRIC *BEATRICE SALES*
PO BOX 96
PLYMOUTH, NE 68424-0096

PLYMOUTH ELEC * BEATRICE SALES
211 E MAIN ST
PLYMOUTH, NE 68424-4113

ORDER DATE	INVOICE DATE	WRITER	JOB NAME / RELEASE NUMBER	ORDERED BY
09/04/2025	11/25/2025	Ethan Schroeder 06		Tim Garrison
PURCHASE ORDER #		SHIP VIA	TERMS	TAX JURISDICTION
029382		CITY ECHO TRUCK	2% 10TH NET EOM	NE-PLYMOUT
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2EA	2EA	*Fuses additional-not included* apl MD2DS6034F APPLETON MD2DS-DIV2 DISCONNECT Nonstock - Return by Approval *20-22 week lead time*	3370.290/EA	6740.58
1EA	1EA	apl MD2DS6034F-AUX 60A EXP PROOF DISC W/1NO1NC AUX Nonstock - Return by Approval *20-22 week lead time*	4054.040/ea	4054.04
<p>11-25-2025 11:10:57 AM</p> <p><i>KS</i> Driver</p> <p><i>GEAR</i></p>				

If paid by 12/10/2025 you may deduct \$215.89
Invoice is due by 12/31/2025 net of any cash discount.
Notify at once of shortage or damage, returns require authorization
and are subject to restock fees. Special orders are non-returnable.
You can now text your order or request to 402-228-3363!

Subtotal	10794.62
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	10794.62



Invoice

Engineered Equipment Solutions, LLC
203 E Main St
State Center, IA 50247

Date	Invoice #
11/1/2025	47244B44510

Bill To
Building Crafts, Inc.
2 Rosewood Dr.
Wilder, KY 41076

Ship To
City of Beatrice, NE
North Fourth Street
Beatrice, Nebraska 68310

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
2150-P07			11/1/2025	UPS		

Quantity	Item Code	Description	Price Each	Amount
	Equip - Buy/Resale	(1) Grundfos Model LC 15705	20,914.00	20,914.00
		Sales Tax	5.50%	0.00

<p>PLEASE REMIT PAYMENT TO ENGINEERED EQUIPMENT SOLUTIONS, LLC P.O. Box 735629 Chicago, IL 60673-5629</p>	<p>To pay via ACH, please send your payment to the following account Account Type: Checking Account Name: EES Routing: 322271627 Account: 826835081 Remittance email address: accounting@equipmentsolutions.com</p>	Total	\$20,914.00
		Payments/Credits	\$0.00
		Balance Due	\$20,914.00



2301 Hickory Street
Omaha, NE 68108 USA

Invoice

Invoice: 6807-04 12/26/25
Customer: 30077
Job: 6807
Customer Job: 2150-P01
Purchase Order: 2150-P01
Shipping Method: DWS
FOB: JOBSITE
Terms: Net 30

Sold To Building Crafts
2300 North 8th Street
PO Box 96
Red Oak, IA 51566 USA

Jeff Soe
(712) 623-4032

Ship To WPC Grit Improvements
1300 Beaver Ave
Beatrice, NE 68310 USA

Tony
402-708-1577

Original Job Value	43,300.00	
Change Orders Total (Approved)	0.00	
Revised Job Value	43,300.00	
Previously Invoiced	35,295.00	
This Invoice		2,300.00

This Billing covers the following Shipping Tickets:

ST-2135 12/09/25

Subtotal	\$2,300.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due	\$2,300.00

Package Item	Item #	Item Description	Scheduled Value	Total Stored Material	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percent Stored & Complete	Balance to Finish
	11.b	Testing and Balancing HVAC	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00
	11.c	Unit Heaters and Louvers	\$ 8,100.00	\$ 6,483.10	\$ -	\$ -	\$ -	\$ 6,483.10	80%	\$ 1,616.90
12		DIVISION 26 - Electrical								
	12.a	Power Cables, Conductors, Raceways, and Grounding - Materials	\$ 110,300.00	\$ 21,167.54	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 33,667.54	31%	\$ 76,632.46
	12.b	Power Cables, Conductors, Raceways, and Grounding - Labor	\$ 44,700.00	\$ -	\$ 23,000.00	\$ -	\$ 23,000.00	\$ 23,000.00	51%	\$ 21,700.00
	12.c	Transformer, Panelboards, Switches, and other Misc - Materials	\$ 90,345.00	\$ 27,186.00	\$ -	\$ 1,301.54	\$ 1,301.54	\$ 28,487.54	32%	\$ 61,857.46
	12.d	Transformer, Panelboards, Switches, and other Misc - Labor	\$ 40,600.00	\$ -	\$ -	\$ 6,756.57	\$ 6,756.57	\$ 6,756.57	17%	\$ 33,843.43
	12.e	Fiber, Communications, Control System Equipment Panels and Racks - Materials	\$ 77,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 77,705.00
	12.f	Fiber, Communications, Control System Equipment Panels and Racks - Labor	\$ 44,130.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,130.00
13		DIVISION 31 - Earthwork								
	13.a	Excavation, Backfill, Compaction, and Grading - Materials	\$ 78,000.00	\$ 370.00	\$ 7,327.86	\$ -	\$ 7,327.86	\$ 7,697.86	10%	\$ 70,302.14
	13.b	Excavation, Backfill, Compaction, and Grading - Labor	\$ 149,000.00	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 35,000.00	23%	\$ 114,000.00
14		DIVISION 32 - Site Work								
	14.a	Paving & Side Walks	\$ 134,031.14	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 134,031.14
	14.b	Chain-link Fence	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,300.00
	14.c	Turf and Grasses	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,500.00
15		DIVISION 40 - Process								
	15.a	Underground Piping - Materials	\$ 179,273.50	\$ 98,205.60	\$ 26,286.14	\$ -	\$ 26,286.14	\$ 124,491.74	69%	\$ 54,781.76
	15.b	Underground Piping Installation - Labor	\$ 365,400.87	\$ -	\$ 130,043.88	\$ -	\$ 130,043.88	\$ 130,043.88	36%	\$ 235,356.99
	15.c	Bypass Pumping	\$ 96,008.00	\$ -	\$ 21,300.00	\$ -	\$ 21,300.00	\$ 21,300.00	22%	\$ 74,708.00
	15.d	Interior Piping, Valves, and Labeling - Materials	\$ 100,500.00	\$ 3,521.21	\$ -	\$ -	\$ -	\$ 3,521.21	4%	\$ 96,978.79
	15.e	Interior Piping, Valves, and Labeling - Labor	\$ 80,004.72	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,004.72
	15.f	Hangers and Pipe Supports - Materials	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00
	15.g	Hangers and Pipe Supports - Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00
	15.h	Slide Gates - Materials	\$ 65,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,426.00
	15.i	Slide Gates - Labor	\$ 21,283.41	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,283.41
16		DIVISION 43 & 46 - Process Equipment								
	16.a	Centrifugal Pumps - Materials	\$ 65,126.36	\$ 20,914.00	\$ -	\$ -	\$ -	\$ 20,914.00	32%	\$ 44,212.36
	16.b	Centrifugal Pumps - Labor	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,000.00
	16.c	Vortex Grit Equipment Installation & Startup	\$ 32,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,400.00
	16.d	Grit Washing Equipment - Materials	\$ 222,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 222,800.00
	16.f	Grit Washing Equipment - Labor	\$ 27,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,500.00
	16.g									
		TOTALS	\$ 4,559,000.00	\$ 200,090.45	\$ 734,097.45	\$ 118,863.61	\$ 852,961.06	\$ 1,053,051.51	23%	\$ 3,505,948.49
		Additional Work								
1		Change Order 1	\$ (145,000.00)	\$ -	\$ -	\$ -	\$ (145,000.00)	\$ (145,000.00)	100%	\$ -
		Total Sum to Date	\$ 4,414,000.00	\$ 200,090.45	\$ 734,097.45	\$ 118,863.61	\$ 707,961.06	\$ 908,051.51	21%	\$ 3,505,948.49

Stored Material Summary

Contractor's Application

For (contract): WPC GRIT IMPROVEMENTS			Owner's Proj. No.:				Application Number: 5		
Contractor: Building Crafts Inc			Engineer's Proj. No.: 021-01277				Application Date: 12/31/2025		
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E - F)
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)	
112481 01	33 14 16	Underground Piping	8/1/2025	\$ 83,478.97	\$ -	\$ 83,478.97	9/30/2025	\$ 21,399.91	\$ 62,079.06
112481 02	33 14 16	Underground Piping	8/20/2025	\$ 29,211.84	\$ -	\$ 29,211.84		\$ -	\$ 29,211.84
112481 03	33 14 16	Underground Piping	9/10/2025	\$ 798.99	\$ -	\$ 798.99	9/30/2025	\$ 798.99	\$ -
114342 01	33 14 16	Underground Piping	9/10/2025	\$ 454.51	\$ -	\$ 454.51	9/30/2025	\$ 454.51	\$ -
114630 01	33 14 16	Underground Piping	9/18/2025	\$ 248.59	\$ -	\$ 248.59	9/30/2025	\$ 248.59	\$ -
S011147504.001	26 00 00	Electrical Conduits and Accessories	7/1/2025	\$ 19,895.00	\$ -	\$ 19,895.00	10/20/2025	\$ 4,035.00	\$ 15,860.00
124588	26 00 00	Electrical Gear and Fixtures	9/19/2025	\$ 14,920.35	\$ -	\$ 14,920.35		\$ -	\$ 14,920.35
6807-01	03 00 00	Reinforcement Bar	9/29/2025	\$ 16,040.00	\$ -	\$ 16,040.00	11/18/2025	\$ 16,040.00	\$ -
50033288268	03 00 00	Wall Ties	9/9/2025	\$ 1,567.75	\$ -	\$ 1,567.75		\$ 1,567.75	\$ -
50033314603	03 00 00	Wall Ties	9/10/2025	\$ 1,777.69	\$ -	\$ 1,777.69		\$ 700.69	\$ 1,077.00
50033541845	03 00 00	Waterstop	9/24/2025	\$ 1,224.00	\$ -	\$ 1,224.00		\$ 1,224.00	\$ -
91971	31 00 00	Pipe Bedding	9/3/2025	\$ 2,801.03	\$ -	\$ 2,801.03	9/30/2025	\$ 2,801.03	\$ -
91832	31 00 00	Pipe Bedding	8/27/2025	\$ 2,765.63	\$ -	\$ 2,765.63	9/30/2025	\$ 2,765.63	\$ -
1B 51623	33 14 16	Foundation Rock for Pipe Bedding	9/23/2025	\$ 770.00	\$ -	\$ 770.00	9/30/2025	\$ 400.00	\$ 370.00
740343	31 23 23.23	Flowable Fill	9/23/2025	\$ 172.50	\$ -	\$ 172.50	9/30/2025	\$ 172.50	\$ -
739845	31 23 23.23	Flowable Fill	9/17/2025	\$ 345.00	\$ -	\$ 345.00	9/30/2025	\$ 345.00	\$ -
112481 04	33 14 16	Underground Piping	9/22/2025	\$ 6,914.70	\$ -	\$ 6,914.70		\$ -	\$ 6,914.70
B1 741400	03 00 00	Pipe Encasement in Footings	10/2/2025	\$ 1,911.00	\$ -	\$ 1,911.00	10/2/2025	\$ 1,911.00	\$ -
115048	33 14 16	Gate Valve Accessories	10/3/2025	\$ 656.95	\$ -	\$ 656.95	10/8/2025	\$ 656.95	\$ -
250403AP4-1	33 14 19	Gate Valve & Check Valve	10/6/2025	\$ 5,522.99	\$ -	\$ 5,522.99	10/8/2025	\$ 2,727.19	\$ 2,795.80
93006	33 14 16	Foundation Rock for Pipe Bedding	10/8/2025	\$ 843.70	\$ -	\$ 843.70	10/8/2025	\$ 843.70	\$ -
50033781505	03 00 00	Slab Bolsters	10/10/2025	\$ 990.00	\$ -	\$ 990.00	10/22/2025	\$ 600.00	\$ 390.00
50033802875	03 00 00	Dobies	10/13/2025	\$ 109.50	\$ -	\$ 109.50	10/21/2025	\$ 109.50	\$ -
124718	26 00 00	PVC Conduits and Panel Boards	10/20/2025	\$ 5,929.30	\$ -	\$ 5,929.30	10/20/2025	\$ 965.00	\$ 4,964.30
B1 743117	03 00 00	Concrete	10/23/2025	\$ 8,432.75	\$ -	\$ 8,432.75	10/23/2025	\$ 8,432.75	\$ -
250403AP4-2	40 05 65.23	Swing Check Valve	10/30/2025	\$ 725.41	\$ -	\$ 725.41		\$ -	\$ 725.41
6807.2	03 20 00	Reinforcement Bar	10/30/2025	\$ 18,315.00	\$ -	\$ 18,315.00	11/27/2025	\$ 11,315.00	\$ 7,000.00
B1 743997	03 00 00	Concrete For Footings	11/4/2025	\$ 8,717.00	\$ -	\$ 8,717.00	11/4/2025	\$ 8,717.00	\$ -
B1 744942	03 00 00	Concrete for Wall1	11/13/2025	\$ 1,231.75	\$ -	\$ 1,231.75	11/13/2025	\$ 1,231.75	\$ -
B1 745461	03 00 00	Concrete for Wall2	11/19/2025	\$ 1,184.38	\$ -	\$ 1,184.38	11/19/2025	\$ 1,184.38	\$ -
B1 745917	03 00 00	Concrete for Wall3	11/24/2025	\$ 4,074.25	\$ -	\$ 4,074.25	11/24/2025	\$ 4,074.25	\$ -
32321	05 00 00	Door Jamb and Grating Embeds	11/19/2025	\$ 7,706.00	\$ -	\$ 7,706.00		\$ -	\$ 7,706.00
50034350586	03 00 00	Concrete Cure	11/18/2025	\$ 895.60	\$ -	\$ 895.60	11/18/2025	\$ 100.00	\$ 795.60
48482	23 00 00	EF-1 Fan	12/1/2025	\$ -	\$ 1,925.30	\$ 1,925.30		\$ -	\$ 1,925.30
48418	23 00 00	Electrical Unit Heaters	12/1/2025	\$ -	\$ 4,557.80	\$ 4,557.80		\$ -	\$ 4,557.80
48646	23 00 00	Louver and Damper	12/1/2025	\$ -	\$ 2,974.40	\$ 2,974.40		\$ -	\$ 2,974.40

WPC GRIT IMPROVEMENTS

Schedule of Values
Page 5 of 5

Building Crafts, Inc.
1/23/2026

B1 746405	03 00 00	Concrete	12/8/2025	\$ -	\$ 1,179.00	\$ 1,179.00	12/8/2025	\$ 1,179.00	\$ -
B1 747324	03 00 00	Concrete	12/22/2025	\$ -	\$ 4,126.50	\$ 4,126.50	12/22/2025	\$ 4,126.50	\$ -
124938	26 00 00	Gear and other accessories	12/17/2025	\$ -	\$ 13,910.43	\$ 13,910.43	12/17/2025	\$ 1,301.54	\$ 12,608.89
47244B44510	43 00 00	Grundfos ERW Pump	11/1/2025	\$ -	\$ 20,914.00	\$ 20,914.00		\$ -	\$ 20,914.00
6807-04	03 20 00	Reinforcement Bar	12/26/2025	\$ -	\$ 2,300.00	\$ 2,300.00		\$ -	\$ 2,300.00
				\$ -	\$ -	\$ -		\$ -	\$ -
		Totals		\$ 250,632.13	\$ 51,887.43	\$ 302,519.56		\$ 102,429.11	\$ 200,090.45

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) owns and operates a wastewater treatment facility; and

WHEREAS, said facility contains a grit-handling system to filter and process grit; and

WHEREAS, on November 21, 2022, the City entered into a Letter Agreement for Professional Services with Olsson, Inc., retaining Olsson, Inc. to make improvements to its grit-handling system (the “Agreement”); and

WHEREAS, on March 17, 2025, the City and Olsson, Inc., executed Letter Agreement Amendment No. 1, adding addition services to the Agreement; and

WHEREAS, the City and Olsson, Inc., desire to amend the Agreement to update labor rate schedule to 2026 rates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Letter Agreement Amendment No. 2, and any and all other documents necessary, between the City of Beatrice, Nebraska, and Olsson, Inc., to update the labor rate schedule to 2026 rates. A copy of said Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 2nd day of February, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



**LETTER AGREEMENT
AMENDMENT NO. 2**

Date: January 15, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated November 21, 2022, and amended on February 19, 2025, between City of Beatrice, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Beatrice, Nebraska

Project Description: WPC Grit Improvements

SCOPE OF SERVICES

There are no changes to the Scope of Services.

SCHEDULE FOR OLSSON'S SERVICES

There are no changes to the Project Schedule.

COMPENSATION

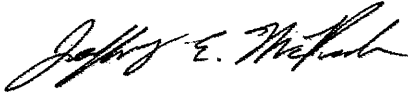
Update labor rate schedule to 2026 rates. No changes to the total compensation.


TERMS AND CONDITIONS OF SERVICE

All provisions of the Agreement and prior Amendment(s) not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jeff McPeak, P.E.
Vice President

By 
Jeremy Walker, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BEATRICE, NEBRASKA

By _____
Signature

Printed Name Robert Morgan

Title Mayor

Dated: _____

Attachments:
2026 Labor Billing Rate Schedule

Olsson 2026 NE WWW Rate Schedule

<u>Description</u>	<u>Rate</u>
Student Intern	\$ 75.00
Assistant Surveyor	\$ 83.00
Assistant Technician	\$ 85.00
Administrative Coordinator	\$ 90.00
Associate Technician I	\$ 92.00
Assistant Scientist	\$ 105.00
Associate Technician II	\$ 111.00
Associate Surveyor II	\$ 116.00
Public Engagement Assistant	\$ 116.00
Project Coordinator	\$ 120.00
Associate Scientist	\$ 125.00
Senior Technician	\$ 127.00
Senior Project Coordinator	\$ 130.00
Assistant Engineer	\$ 132.00
Administrative Manager	\$ 135.00
Associate Construction Manager	\$ 137.00
Public Engagement Lead	\$ 139.00
Design Associate	\$ 148.00
Associate Engineer	\$ 149.00
Project Scientist	\$ 153.00
Engineer	\$ 160.00
Senior Surveyor	\$ 167.00
Survey Technical Manager	\$ 179.00
Design Manager	\$ 188.00
Design Technical Manager	\$ 188.00
Associate Project Manager	\$ 196.00
Project Engineer	\$ 201.00
Senior Scientist I	\$ 210.00
Senior Engineer I	\$ 236.00
Group Leader	\$ 242.00
Senior Engineer II	\$ 254.00
Senior Scientist II	\$ 259.00
Lead Engineer	\$ 276.00
Senior Engineer III	\$ 287.00
Project Manager	\$ 291.00
Senior Team Leader	\$ 301.00
Senior Project Manager	\$ 331.00
Technical Expert	\$ 331.00
Principal	\$ 357.00

Note: Rates may be updated by amendment each calendar year.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc. for assistance in submitting the 2025 Air Emissions Inventory Report to the Nebraska Department of Water, Energy, and Environment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., for assistance in submitting the 2025 Air Emissions Inventory Report to the Nebraska Department of Water, Energy, and Environment. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 2nd day of February, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

January 16, 2026

City of Beatrice
Attn: James Burroughs
City Engineer
400 Ella Street
Beatrice, Nebraska 68310

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
2025 Air Emissions Inventory Reporting (the "Project")
Beatrice, Nebraska

Dear Mr. Burroughs:

It is our understanding that the City of Beatrice ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

- Olsson will review the 2022 emission inventory report with Client to determine if changes have occurred with the emission data. After the current emission information is verified, Olsson will enter the information into the NDWEE on-line State and Local Emissions Inventory System (SLEIS) and complete a quality assurance check.
- Olsson will assist Client with the electronic submittal of the final emission inventory.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 19, 2026
Anticipated Completion Date: March 31, 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services on a time-and-expense basis not to exceed five-thousand and five-hundred dollars (\$5,500) plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be James Burroughs.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: JTimmons@Olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jim Timmons (Senior Scientist)

By 
Nick Steinke (Vice President)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BEATRICE

By _____
Signature

Print Name Robert Morgan

Title Mayor

Dated _____

Attachments

- Reimbursable Expense Schedule
- General Provisions



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 16, 2026, between City of Beatrice ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.